

Memorandum of Understanding
Between the
VA/Veterans Health Administration
And
HHS/Indian Health Service

I. Purpose: The purpose of this Memorandum of Understanding (MOU) is to encourage cooperation and resource sharing between the Veterans Health Administration (VHA) and Indian Health Service (IHS). The goal of the MOU is to use the strengths and expertise of our organizations to deliver quality health care services and enhance the health of American Indian and Alaska Native veterans. This MOU establishes joint goals and objectives for ongoing collaboration between VHA and IHS in support their respective missions.

II. Background: The mission of the Indian Health Service is to raise the physical, mental and spiritual health of American Indians and Alaska Natives to the highest level. The IHS goal is to assure that comprehensive, culturally acceptable personal and public health services are available and accessible to American Indian and Alaska Native people.

The mission of the Department of Veterans Affairs is to “care for him who shall have borne the battle and his widow and orphan.” Those words were spoken by Abraham Lincoln during his second inaugural address and reflect the philosophy and principles that guide VA in everything it does. The Veterans Health Administration six strategic goals, are: put quality first until we are first in quality; provide easy access to medical knowledge, expertise and care; enhance, preserve, and restore patient function; exceed patient’s expectations; maximize resource use to benefit veterans; and build healthy communities.

The IHS and the VA enter into this MOU to further their respective missions. It is our belief, that through appropriate cooperation and resource sharing both organizations can achieve greater success in reaching our organizational goals.

III. Actions:

A. This MOU sets forth 5 mutual goals:

1. Improve beneficiary’s access to quality healthcare and services.
2. Improve communication among the VA, American Indian and Alaska Native veterans and Tribal governments with assistance from the IHS.
3. Encourage partnerships and sharing agreements among VHA headquarters and facilities, IHS headquarters and facilities, and Tribal governments in support of American Indian and Alaska Native veterans.
4. Ensure that appropriate resources are available to support programs for American Indian and Alaska Native veterans.
5. Improve health-promotion and disease-prevention services to American Indians and Alaska Natives.

- B. To further the goals of this MOU, VA and IHS agree to:
1. Facilitate collaboration on effective healthcare delivery for American Indian and Alaska Native veterans and shared responsibility for implementation of appropriate health promotion and disease prevention efforts. Ensure that IHS and VA facilities develop and provide effective linkages between facilities to support health promotion for American Indian and Alaska Native veterans that benefit their communities.
 2. Identify needs and gaps between the VA and the IHS to develop and implement strategies to ensure optimal health for the American Indian and Alaska Native veteran population.
 3. Promote activities and programs designed to improve the health and quality of life for American Indian and Alaska Native veterans.
 4. Develop and implement strategies for information sharing and data exchange.
 5. Collaborate in the exchange of relevant programmatic communications and other information related to American Indian and Alaska Native veterans.
 6. Co-sponsor and provide reciprocal support for Continuing Medical Education, training and certification for IHS and VA healthcare staff.
 7. Develop national sharing agreements, as appropriate, in healthcare information technology to include electronic medical records systems, provider order entry of prescriptions, bar code medication, telemedicine, and other medical technologies, and national credentialing programs.
 8. Create an interagency work group to oversee proposed national initiatives.
 9. Develop a common methodology to track VA and IHS interagency activities and report progress.

IV. Other Considerations:

A. All VA Medical facilities and the IHS will comply with all applicable Federal laws and regulations regarding the confidentiality of health information. Medical records of IHS and VA patients are Federal records and are subject to some or all of the following laws: the Privacy Act, 5 U.S.C. 552a; the Freedom of Information Act, 5 U.S.C. 552; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. 1101, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act, 42 U.S.C. 4541, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1301, VA's Confidentiality of Certain Medical Records, 38 U.S.C. 7332; Confidential Nature of Claims, 38 U.S.C. 5701; Medical Quality Assurance Records Confidentiality, 38 U.S.C. 5705, and Federal regulations promulgated to implement those acts.

B. Care rendered under this MOU will not be part of a study, research grant, or other test without the written consent of both the IHS and the VA facility and will be subject to all appropriate HHS and VA research protocols.

C. The VA and the IHS will abide by Federal Regulations concerning the release of information to the public – and will obtain advance approval from either VA or IHS before publication of technical papers in professional and scientific journals – for articles derived from information covered by this MOU. The VA and the IHS agree to cooperate fully with each other in any

investigations, negotiations, settlements or defense in the event of a notice of claim, complaint, or suit relating to care rendered under this VA/IHS MOU.

D. No services under this MOU will result in any reduction in the range of services, quality of care or established priorities for care provided to the veteran population or the IHS service population.


E. The VA may provide IHS employees with access to VA automated patient records maintained on VA computer systems to the extent permitted by applicable Federal confidentiality and security law. Additionally, the IHS will likewise provide VA employees access to Veteran IHS records to the same extent permitted by applicable Federal confidentiality and security law.

F. Both parties to this MOU are Federal agencies and their employees are covered by the Federal Tort Claims Act, 28 U.S.C 1346(b), 2671-2680, in the event of an allegation of negligence. It is agreed that any and all claims of negligence attributable to actions taken pursuant to this MOU will be submitted to legal counsel for both parties for investigation and resolution.

V. Termination: This MOU can be terminated by either party upon issuance of written notice to the other party not less than 30 days before the proposed termination date. The 30 days notice may be waived by mutual written consent of both parties involved in the MOU.


VI. Effective Period: The VA and the IHS will review the MOU annually to determine whether terms and provisions are appropriate and current.

FOR THE DEPARTMENT
VETERANS AFFAIRS



LEO S. MACKAY, JR.
DEPUTY SECRETARY OF VETERANS
AFFAIRS

FOR THE DEPARTMENT OF
AND HUMAN SERVICES
OF HEALTH



CLAUDE A. ALLEN
DEPUTY SECRETARY OF HEALTH
AND HUMAN SERVICES

Feb 25, 2003
Date

February 25, 2003
Date